

IN THE MONROE CIRCUIT COURT

CAUSE NO. 53156 dled PL 00090

STATE OF INDIANA,

Plaintiff,

V.

**JACK LAGONI,**  
individually and doing business as  
**UNIVERSITY TRAVEL,**

Defendant.

**FILED**  
JAN 12 2002

JAN 12 2006

*Jim Childer*  
CLERK MONROE CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,**  
**RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

## PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).
2. At all times relevant to this Complaint, the Defendant, Jack Lagoni, individually and doing business as University Travel, was an individual engaged in the sale of vacations to consumers, via the Internet and from his principal place of business located in Monroe County at 107 N. College Avenue, Bloomington, Indiana, 47404.

## **FACTS**

3. At least since September 16, 2004, the Defendant has offered and sold vacations to consumers.

4. On or around September 17, 2005, Jack Lagoni, individually and doing business as University Travel, posted a notice on his website informing consumers the business had closed.

**A. Allegations related to Consumer Rose Marie Ramirez's transaction.**

5. On or about September 16, 2004, the Defendant entered into a contract via the Internet with Rose Marie Ramirez ("Ramirez") of Alta Loma, California, wherein the Defendant represented he would arrange and book four (4) African Safari trips on behalf of Ramirez for a total price of Seventeen Thousand One Hundred Twenty-Four and 88/100 Dollars (\$17,124.88), of which Ramirez paid One Thousand Two Hundred Dollars (\$1,200.00) as a deposit.

6. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would arrange the travel accommodations for Ramirez within a reasonable period of time.

7. The Defendant has yet to either make the travel arrangements, or to provide a refund to Ramirez.

**B. Allegations related to Consumer George and Paula Hegedus' transaction.**

8. On or about October 28, 2004, the Defendant entered into a contract via the Internet with George & Paula Hegedus ("the Hegeduses") of Round Rock, Texas, wherein the Defendant represented he would arrange and book two (2) African Safari

trips on behalf of the Hegeduses for a total price of Eight Thousand Two Hundred Seventy-Two and 44/100 Dollars (\$8,272.44), which the Hegeduses paid in full on August 8, 2005.

9. While the Hegeduses did receive their airline tickets, the Hegeduses did not leave for their scheduled trip, as the Defendant failed to deliver a travel itinerary to the Hegeduses.

10. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for the Hegeduses within a reasonable period of time.

11. The Defendant has yet to either make the travel arrangements, or to issue a refund to the Hegeduses.

**C. Allegations related to Consumer Nathan and Diane Feagin's transaction.**

12. On or about January 25, 2005, the Defendant entered into a contract via the Internet with Nathan and Diane Feagin ("the Feagins") of Georgetown, Texas, wherein the Defendant represented he would arrange and book two (2) African Safari trips on behalf of the Feagins for a total price of Eight Thousand Forty-Two and 44/100 Dollars (\$8,042.44), which the Feagins paid in full.

13. While the Feagins did receive the airline tickets, on or around September 17, 2005, the Feagins contacted Jambo Safari via E-mail and learned the Defendant had not paid for the Feagins' trip and the Feagins would be required to pay Jambo Safari an additional Two Thousand Ninety-Five Dollars (\$2,095.00) per person to book the safari.

14. After contacting their credit card company, the Feagins received a partial refund of Four Hundred Dollars (\$400.00).

15. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for the Feagin within a reasonable period of time.

16. The Defendant has yet to either make the travel arrangements, or to provide a refund to the Feagins.

**D. Allegations related to Consumer Susan O'Neil's transaction.**

17. On or about February 21, 2005, the Defendant entered into a contract via the Internet with Susan O'Neil ("O'Neil") of West Paterson, New Jersey, wherein the Defendant represented he would arrange and book two (2) African Safari trips on behalf of O'Neil for a total price of Eight Thousand Forty-Two and 44/100 Dollars (\$8,042.44), which O'Neil paid in full on September 13, 2005.

18. After learning the Defendant had ceased business, O'Neil contacted the Fairview Hotel on November 8, 2005 and learned the Defendant had failed to secure a reservation on her behalf.

19. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for O'Neil within a reasonable period of time.

20. The Defendant has yet to either make the travel arrangements, or to provide a refund to O'Neil.

**E. Allegations related to Consumer Alicia and Rachel Downey's transaction.**

21. On or about March 8, 2005, the Defendant entered into a contract via the Internet with Alicia and Rachel Downey ("the Downeys") of Melrose, Massachusetts, wherein the Defendant represented he would arrange and book two (2) African Safari trips on behalf of the Downeys for a total price of Eight Thousand Sixty-Two and 44/100 Dollars (\$8,062.44), which the Downeys paid in full on August 17, 2005.

22. While the Downeys did receive their airline tickets, after learning the Defendant had ceased business, the Downeys contacted the suppliers identified by the Defendant on or about September 27, 2005 and learned the Defendant had failed to secure reservations on their behalf.

23. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for the Downeys within a reasonable period of time.

24. The Defendant has yet to either make the travel arrangements, or to provide a refund to the Downeys.

**F. Allegations related to Consumer Donna Safreed's transaction.**

25. On or about March 8, 2005, the Defendant entered into a contract via the Internet with Donna Safreed ("Safreed") of Melrose, Massachusetts, wherein the Defendant represented he would arrange and book an African Safari trip on behalf of Safreed for a total price of Four Thousand Three Hundred Sixty-Six and 22/100 (\$4,366.22), which Safreed paid in full.

26. While Safreed did receive the airline tickets, after learning the Defendant had ceased business, Safreed contacted the suppliers identified by the Defendant and learned the Defendant had failed to secure reservations on her behalf.

27. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Safreed within a reasonable period of time.

28. The Defendant has yet to either make the travel arrangements, or to provide a refund to Safreed.

**G. Allegations related to Consumers Garr Bywater and Anthony Feliciani's transaction.**

29. On or about March 10, 2005, the Defendant entered into a contract via the Internet with Garr Bywater and Anthony Feliciani ("Bywater and Feliciani") of Melrose, Massachusetts, wherein the Defendant represented he would arrange and book two (2) African Safari trips on behalf of Bywater and Feliciani for a total price of Eight Thousand Four Hundred Two and 44/100 Dollars (\$8,402.44), which Bywater and Feliciani paid in full.

30. While Bywater and Feliciani did receive their airline tickets, the Defendant failed to provide Bywater and Feliciani a travel itinerary.

31. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Bywater and Feliciani within a reasonable period of time.

32. The Defendant has yet to either make the travel arrangements, or to provide a refund to Bywater and Feliciani.

**H. Allegations related to Consumer Be Nguyen's transaction.**

33. On or about June 6, 2005, the Defendant entered into a contract via the Internet with Be Nguyen ("Nguyen") of Lilburn, Georgia, wherein the Defendant represented he would arrange and book an African Safari trip on behalf of Nguyen for a total price of Four Thousand One Hundred Forty-Eight and 72/100 Dollars (\$4,148.72), which Nguyen paid in full on August 8, 2005.

34. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Nguyen within a reasonable period of time.

35. The Defendant has yet to either make the travel arrangements, or to provide a refund to Nguyen.

**I. Allegations related to Consumer Tracey Biermann's transaction.**

36. On or about June 22, 2005, the Defendant entered into a contract via the Internet with Tracey Biermann ("Biermann") of Belleville, Illinois, wherein the Defendant represented he would arrange and book an African Safari trip on behalf of Biermann for a total price of Four Thousand One Hundred Fifty-One and 22/100 Dollars (\$4,151.22), which Biermann paid in full on August 8, 2005.

37. While Biermann did receive the airline tickets, after learning the Defendant had ceased business, Biermann contacted the suppliers identified by the Defendant and learned the Defendant had failed to secure reservations on her behalf.

38. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Biermann within a reasonable period of time.

39. The Defendant has yet to either make the travel arrangements, or to provide a refund to Biermann.

**J. Allegations related to Consumer Ben Martin's transaction.**

40. On or about June 29, 2005, the Defendant entered into a contract via the Internet with Ben Martin ("Martin") of Chicago, Illinois, wherein the Defendant represented he would arrange and book an African Safari trip on behalf of Martin and based upon this representation, Martin paid a deposit of Six Hundred Dollars (\$600.00).

41. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Martin within a reasonable period of time.

42. The Defendant has yet to either make the travel arrangements, or to provide a refund to Martin.

**K. Allegations related to Consumer Steven Morris' transaction.**

43. On or about July 11, 2005, the Defendant entered into a contract via the Internet with Steven Morris ("Morris") of Clinton, Washington, wherein the Defendant represented he would arrange and book two (2) African Safari trips on behalf of Morris for a total price of Eight Thousand Four Hundred Dollars (\$8,400.00), which Morris paid in full on August 20, 2005.

44. While Morris did receive the airline tickets, after learning the Defendant had ceased business, Morris contacted the suppliers identified by the Defendant and learned the Defendant had failed to secure reservations on his behalf.



45. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Morris within a reasonable period of time.

46. The Defendant has yet to either make the travel arrangements, or to provide a refund to Morris.

**L. Allegations related to Consumer Maria Alcorn's transaction.**

47. On or about July 13, 2005, the Defendant entered into a contract via the Internet with Maria Alcorn ("Alcorn") of Wickenburg, Arizona, wherein the Defendant represented he would arrange and book an African Safari trip on behalf of Alcorn for a total price of Four Thousand Fifty-One and 22/100 Dollars (\$4,051.22), which Alcorn paid in full.

48. While Alcorn did receive the airline tickets, after learning the Defendant had ceased business, Alcorn contacted the suppliers identified by the Defendant and learned the Defendant had failed to secure reservations on her behalf.

49. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Alcorn within a reasonable period of time.

50. The Defendant has yet to either make the travel arrangements, or to provide a refund to Alcorn.

**M. Allegations related to Consumer Magda Setzer's transaction.**

51. On or about August 16, 2005, the Defendant entered into a contract via the Internet with Magda Setzer ("Setzer") of Indianapolis, Indiana, wherein the Defendant represented he would arrange and book two (2) African Safari trips on behalf of Setzer

for a total price of Ten Thousand Two Hundred Forty-Two and 44/100 Dollars (\$10,242.44), which Setzer paid in full on September 7, 2005.

52. While Setzer did receive the airline tickets, after learning the Defendant had ceased business, Setzer contacted the suppliers identified by the Defendant and learned the Defendant had failed to secure reservations on her behalf.

53. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Setzer within a reasonable period of time.

54. The Defendant has yet to either make the travel arrangements, or to provide a refund to Setzer.

**N. Allegations related to Consumer Nancy Shirley's transaction.**

55. On or about August 10, 2005, the Defendant entered into a contract via the Internet with Nancy Shirley ("Shirley") of Melrose, Massachusetts, wherein the Defendant represented he would sell arrange and book an African Safari trip on behalf of Shirley for a total price of Four Thousand Three Hundred Sixty-Six and 22/100 Dollars (\$4,366.22), which Shirley paid in full.

56. While Shirley did receive the airline tickets, after learning the Defendant had ceased business, Shirley contacted the suppliers identified by the Defendant and learned the Defendant had failed to secure reservations on her behalf.

57. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contact formation he would book the travel accommodations for Shirley within a reasonable period of time.

58. The Defendant has yet to either make the travel arrangements, or to provide a refund to Shirley.

**O. Allegations related to Consumer John Drewes' transaction.**

59. On or about August 2, 2005, the Defendant entered into a contract via the Internet with John Drewes ("Drewes") of Bloomington, Indiana, wherein the Defendant represented he would sell arrange and book six (6) African Safari trips on behalf of Drewes for a total price of Thirteen Thousand Five Hundred Seventy-Nine and 32/100 Dollars (\$13,579.32), which Drewes paid in full on August 16, 2005.

60. While Drewes did receive the airline tickets, the tickets Drewes received were incorrect and ultimately could not be used by Drewes, as the Defendant was the only one authorized to make changes to the travel itinerary.

61. Despite repeated requests to the Defendant, the Defendant refused to supply Drewes with a travel itinerary.

62. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contact formation he would book the travel accommodations for Drewes within a reasonable period of time.

63. The Defendant has yet to either make the travel arrangements, or to provide a refund to Drewes.

**P. Allegations related to Consumer Richard Marks' transaction.**

64. The Defendant entered into a contract via the Internet with Richard Marks ("Marks") of Boca Raton, Florida, wherein the Defendant represented he would arrange and book an African Safari trip on behalf of Marks for a total price of Six Thousand Seven Hundred Dollars (\$6,700.00), which Marks paid in full.

65. On or about August 31, 2005, Marks arrived in Johannesburg where he was to access his British Air tickets to continue on his trip to Cape Town. Upon arrival, Marks learned his reservations had been made but not paid for. Marks had to pay an additional One Thousand Five Hundred and Twenty-Two Dollars (\$1,522.00) to purchase airline tickets in order to continue on the trip purchased through the Defendant.

66. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at contract formation he would book the travel accommodations for Marks within a reasonable period of time.

67. The Defendant has yet to either make the travel arrangements, or to provide a refund to Marks.

#### **COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

68. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 67 above.

69. The transactions referred to in paragraphs 5, 8, 12, 17, 21, 25, 29, 33, 36, 40, 43, 47, 51, 55, 59, and 64 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

70. The Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

71. The Defendant's representations he would book the travel accommodations for consumers referenced in paragraphs 5, 8, 12, 17, 21, 25, 29, 33, 36, 40, 43, 47, 51, 55, 59, and 64, when the Defendant knew or reasonably should have known the consumers would receive no such benefit, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

72. The Defendant's representations to consumers he would book the travel accommodations, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendant knew or reasonably should have known he would not, as referenced in paragraphs 6, 10, 15, 19, 23, 27, 31, 34, 38, 41, 45, 49, 53, 57, 62, and 66, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

73. The Defendant's representations to the consumers they would be able to purchase the travel packages as advertised by the Defendant, when the Defendant did not intend to sell the travel packages, as referenced in paragraphs 5, 8, 12, 17, 21, 25, 29, 33, 36, 40, 43, 47, 51, 55, 59, and 64, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

74. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 73 above.

75. The misrepresentations and deceptive acts set forth in paragraphs 5, 6, 8, 10, 12, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 34, 36, 38, 40, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 62, 64, and 66, were committed by the Defendant with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Jack Lagoni, individually and doing business as University Travel, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he can not; and
- c. representing expressly or by implication a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

- a. cancellation of the Defendant's unlawful contracts with consumers, including but not limited to the consumers identified in paragraphs 5, 8, 12, 17, 21, 25, 29, 33, 36, 40, 43, 47, 51, 55, 59, and 65, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers, including but not limited to the consumers identified in paragraphs 5, 8, 12, 17, 21, 25, 29, 33, 36, 40, 43, 47, 51, 55, 59, and 65 for the purchase of the Defendant's items via the Internet, in an amount to be determined at trial;
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;

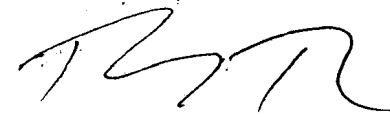
e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
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By:



Terry Tolliver  
Deputy Attorney General  
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